

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED NATIONAL INSURANCE	:	CIVIL ACTION
COMPANY, et al.	:	
	:	
v.	:	
	:	
INDIAN HARBOR INSURANCE COMPANY	:	NO. 14-6425

ORDER

AND NOW, this 8th day of February, 2016, for the reasons set forth in the accompanying memorandum, it is hereby ORDERED that:

(1) the motion of defendant Indian Harbor Insurance Company for summary judgment (Doc. # 79) is GRANTED;

(2) the motion of plaintiff Penn-America Insurance Company "for partial summary judgment that the allocation provision in the Indian Harbor policy does not apply to either the Jackson or Peccadillos settlements" (Doc. # 74) is DENIED;

(3) the motion of Penn-America Insurance Company "for partial summary judgment that Indian Harbor Insurance Company breached its contractual obligation to 'pay on behalf of'" (Doc. # 76) is DENIED;

(4) the motion of Penn-America Insurance Company "for partial summary judgment that Indian Harbor may not, as a matter of law, deny coverage for the Peccadillo's settlement based on Exclusion (H)" (Doc. # 77) is DENIED;

(5) the motion of Penn-America Insurance Company "for summary judgment as to affirmative defenses two through twelve raised by Indian Harbor Insurance Company" (Doc. # 73) is DENIED as moot;

(6) the motion of Indian Harbor Insurance Company "to strike the report and proposed testimony of plaintiffs' expert James T. Marnen" (Doc. # 75) is DENIED as moot; and

(7) the motion of Indian Harbor Insurance Company "to strike the report and proposed testimony of plaintiffs' expert Michael F. Aylward" (Doc. # 78) is DENIED as moot.

BY THE COURT:

/s/ Harvey Bartle III

J.